

1. STATEMENT OF WORK

Provide the following Eagle Portable Gas Monitors and Accessories:

Part Number	Description	Unit Cost	Quantity	Total Cost
72-5201RK	Eagle, LEL/ppm H2/O2	\$	30	\$
80-0405RK	Dilution Fitting, 1:1	\$	35	\$
81-5201RKTR1-LV	Calibration Kit	\$	4	\$
62-0125RK	Replacement H2 Sensor	\$	12	\$
62-0601RK	Replacement O2 Sensor	\$	12	\$
49-2150RK-01	NiCd battery w/ 115V charger	\$	30	\$
TOTAL				\$

The products must be delivered no later than September 30, 2010.

2. DELIVERABLES / SHIP TO:

Delivery all products listed above to the following address FOB Destination:

NASA John C. Stennis Space Center
Attn: Keith Peirce
Warehouse Building 2204
Stennis Space Center, MS 39529-6000

3. PERIOD OF PERFORMANCE

The period of performance shall be from the date the purchase order is signed until the product is delivered (no later than September 30, 2010).

4. CONTRACT COMPLETION

This contract shall be considered complete when requirements have been delivered and accepted by designated SSC personnel.

5. INVOICES

NASA Shared Services Center (NSSC)
Financial Management Division – Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529-6000
Reference: Purchase Order No. **NNS10** _____
E-mail: NSSC-AccountsPayable@nasa.gov

6. POINTS OF CONTACT

DCMA / NASA SSC Contract Administrator
Sarah Maine / DA20
228-688-1559
Email: sarah.m.maine@nasa.gov

NASA SSC Contracting Officer
Beth L. Bradley / DA20
228-688-1725
Email: beth.l.bradley@nasa.gov

NASA SSC Supervisory Engineer
Keith Pierce / QA00
228-688-2550
Email: doyle.k.pierce@nasa.gov

7. CONTRACT CLAUSES

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FAR 52.212-5) (MAY 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553)
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)
(Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- _X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with
Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008)
(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- ☐ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).
- ☐ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- ☐ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ☐ (7) [Reserved]
- ☒ (8) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
(ii) Alternate I (Oct 1995) of 52.219-6.
(iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
(ii) Alternate I (Oct 1995) of 52.219-7.
(iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4).)
(ii) Alternate I (Oct 2001) of 52.219-9.
(iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (12) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ☐ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)
(15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (June 2003) of 52.219-23.
- ☐ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☒ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009)
(15 U.S.C. 632(a)(2)).
- ☒ (19) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ☒ (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008)
(E.O. 13126).
- ☒ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (22) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- ☒ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- ☒ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)
(29 U.S.C. 793).

- ☒ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- ☒ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989).
(Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ☐ (ii) Alternate I (Dec 2007) of 52.223-16.
- ☒ (31) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- ☐ (32) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Feb 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (33) 52.225-5, Trade Agreements (Mar 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (34) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (38) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- ☐ (40) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- ☐ (41) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ☐ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ☐ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) reserved,
- (iv) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (vii) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)
- (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

The following FAR clauses are included by reference:

52.204-7	Central Contractor Registration (Apr 2008)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Sep 2006)
52.212-1	Instructions to Offerors – Commercial Items (June 2008)
52.212-3	Offeror Representations and Certifications—Commercial Items
52.212-4	Contract Terms and Conditions—Commercial Items
52.233-3	Protest after Award (Aug 1996)
52.233-4	Applicable Law For Breach Of Contract Claim (Oct 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.247-34	F.O.B. Destination (Nov 1991)

52.212-2 Evaluation—Commercial Items.

As prescribed in [12.301\(c\)](#), the Contracting Officer may insert a provision substantially as follows:

Evaluation—Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Capability – This solicitation is brand name only. The items must be the same make, model and part number listed in the solicitation.

Delivery - Shall be within the allotted time frame.

Price – The most advantageous to the government

Technical and delivery, when combined, are more important than price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT
(48 CFR CHAPTER 18) CLAUSES:**

The following NFS clauses are included by reference:

- 1852.215-84 Ombudsman (Oct 2003) John C. Stennis Space Center, Ken Human, Phone: (228) 688-1128, Email: Ken.r.human@nasa.gov
- 1852.216-78 Firm Fixed Price
- 1852.223-72 Safety and Health (Short Form) (Apr 2002)
- 1852.225-70 Export Licenses (Feb 2000) Fill In: (b) [NASA John C. Stennis Space Center]
- 1852.242-72 Observance of Legal Holidays
- 1852.237-72 Access to Sensitive Information (JUNE 2005)

RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

- (c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.
- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
 - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
 - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of Clause)

8. LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

<u>Attachment No.</u>	<u>Description/Title</u>	<u>Date</u>	<u>Pages</u>
Attachment 1*	Solicitation Provisions	9/10/10	10 pages
Attachment 2	Contractor's Proposal	_____	_____ pages

NOTE: Contractor's proposal shall be incorporated by reference and deemed to be an attachment to any resulting contract.

* Solicitation Provisions are included for solicitation purposes only. They will be physically removed from any resultant award, but will be deemed to be incorporated by reference in the award.

